

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MEGA CONSTRUCTION CORPORATION
AND HARLEYSVILLE INSURANCE
CORPORATION OF NEW JERSEY

Plaintiff,

v.

QUINCY MUTUAL FIRE INSURANCE
COMPANY,

Defendant.

:
:
:
:
:
: Civil Action No. 09-cv-01728-MSG
:
: **CONSENT ORDER**
: **OF DISMISSAL RETAINING**
: **JURISDICTION OVER**
: **SETTLEMENT**
:

THIS MATTER HAVING BEEN OPENED TO THE COURT jointly by the attorneys for the plaintiffs Mega Construction Corporation and Harleysville Insurance Corporation of New Jersey, Blank Rome, LLP. and defendant Quincy Mutual Fire Insurance Company, McGivney & Kluger, P.C., following a settlement conference before the Court on December 21, 2012, at which the within action was settled and following which the parties entered into a written settlement agreement (the “Agreement”) which shall not be made a part hereof, by way of their application for a Consent Order dismissing the within action with prejudice, without costs, and upon the terms set forth herein, and the Court having considered the prior Orders of the Court (ECF Nos. 78 and 79) entered on January 2, 2012 dismissing the action pursuant to Local Civil Rule 41.1(b), the consent of the parties by reason of the signatures of their respective counsel at the foot hereof, and for good cause shown,

IT IS ON THIS _____ day of January, 2013, **HEREBY ORDERED AND DECREED** as follows:

1. The Court’s Order of January 2, 2012, ECF No. 78, which purports to dismiss the

within action “without prejudice” per Local Civil Rule 41.1(b) be and is hereby modified and superseded as set forth herein.

2. The Court’s Order of January 2, 2012, ECF No. 9, which purports to dismiss the within action “without prejudice” per Local Civil Rule 41.1(b) be and is hereby modified and superseded as set forth herein.

3. The within action be and is hereby dismissed with prejudice and without costs; except that the Court shall retain jurisdiction over this action solely as provided herein.

4. This Court shall retain jurisdiction over this action without regard to the amount in controversy or the citizenship of the parties concerning any action or proceeding arising out of the Agreement and/or the disclosure of Confidential Information as defined therein.

5. The Court acknowledges the representations of the parties that they have agreed that the Agreement is confidential and the papers filed by any party hereto or other person in any action or proceeding concerning the Agreement and/or the disclosure of Confidential Information as defined therein, including any paper which refers to such Confidential Information or includes a copy of the Agreement, shall be filed under seal pursuant to Local Civil Rule 5.1.

HONORABLE MITCHELL S. GOLDBERG, U.S.D.J.

We hereby Consent to the Form and Entry of the Within Order:

/s/ Grant S. Palmer
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